

Daniel J. Bernhardt, MS, LPC
Licensed Professional Counselor
Clinical Supervisor with the AZBBHE
Owner and Executive Director

Purpose Driven Counseling Services, LLC
2320 W. Peoria Ave.
Bldg. A, Suite 101
Phoenix, AZ 85029

INFORMED CONSENT for TREATMENT AND CONSULTATION

Informed Consent and Agreement for Psychosocial Assessment, Counseling/Therapy/Treatment and/or Related Professional Services

*Please initial on the lines provided to indicate that you have read and understood the policies and that you freely and willingly agree to enter into and participate in treatment.

CONSENT FOR TREATMENT: I, (Client/Parent/Guardian) _____
authorize and request that Daniel J. Bernhardt, MS, LPC, provide mental health
counseling/therapy services including, but not limited to, diagnostic assessment and behavioral
health treatment advisable during the course of my care or the care of my minor
child _____.
_____ (Please initial)

PATIENT RIGHTS: Treatment begins with typically one session devoted to a biopsychosocial intake assessment so that Daniel J. Bernhardt, MS, LPC can better understand the key issues, your history, and any other factors that may be relevant. When the initial intake assessment process is complete, treatment approaches will be discussed, and you will participate in setting therapeutic goals. You and/or your minor have the right and duty to participate in treatment related decisions and treatment planning. You also have the right to refuse treatment or discontinue this consent for treatment, which will include a discussion about the possible consequences of such choices. (See section on Terminating Therapy).

_____ (Please initial)

PSYCHOLOGICAL SERVICES – (Function, Limits and Risks): Mental health counseling/therapy requires active effort on the part of the client and support system including, but not limited to, a commitment of time and energy, both in and out of session. Since counseling/therapy frequently involves discussion of painful life events, clients may experience uncomfortable feelings (sadness, anger, shame, etc.). The expectation that clients will benefit from counseling/therapy is reasonable but cannot be guaranteed due to the responsibility of the client to initiate and maintain change. Attempts to address the identified issue(s) that prompted counseling in the first place may result in changes that are unexpected or un-intended.

Mental health counseling/therapy may result in decisions to change various aspects of one's life. Family members or love ones may not necessarily experience such changes as positive. Change will sometimes be easy and swift, but more often than not it will be slow and frustrating.

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MARRIAGE OR COUPLES COUNSELING/THERAPY: In the case of marriage counseling, the possibility of divorce is often a legitimate risk.

Couples, married or otherwise defined as a couple, whether legal or by intent, seeking marital or couples' counseling, will have, without exception, a separate chart in the medical record for each individual in the couple. Neither party will have access to the information in their significant other's chart.

Furthermore, for marital counseling or couples counseling, any information disclosed by one party outside the presence of the other party will be encouraged to be shared with the other party in the next session, if not sooner, depending upon the nature of the information disclosed and the willingness of the disclosing party to share said information. In other words, Daniel J. Bernhardt, MS, LPC wants to enable secrecy in any relationship.

Unless Daniel J. Bernhardt, MS, LPC believes that there is imminent danger to one of the parties, the disclosed information will be processed as referenced above regardless of how the information is attained through individual session, phone call, email or other form of communication. If you have any concerns about this section of the consent please discuss them with Daniel J. Bernhardt, MS, LPC before coming to the first session.

_____ (Please initial)

APPOINTMENTS AND CANCELLATIONS: Mental health counseling/therapy appointments are, on average, 50 to 60 minutes in length and include assessment/treatment and the handling of all administrative details related to the case (i.e. scheduling). Please note that the scheduling of an appointment involves the reservation of time specifically for said client, by Daniel J. Bernhardt, MS, LPC. **All cancellations/appointment changes must be made with at least a 24-hour advance notice to Mr. Bernhardt or a designee. All cancellations/appointment changes with less than a 24-hour notice will be charged a fee of \$50. Last minute cancellations are not honored, save for an unforeseen emergency. Finally, 24-hour notice does not apply to weekends or holidays.** If the client is unable to attend the scheduled appointment in person, the client may opt for a phone or videoconference session if the therapist, independent contractor can accommodate during the scheduled time although it should be noted that insurance companies might not cover these types of sessions. Originally scheduled phone or videoconference sessions are treated as regular appointments in that the same cancellation policy applies.

If you miss a scheduled appointment for any reason, and fail to call the office or your therapist, independent contractor within 30 days to reschedule, that will be considered a termination of this agreement and the medical record will be closed.

_____ (Please initial)

REGULAR OR EMERGENCY CONTACT: Daniel J. Bernhardt, MS, LPC is not immediately available by telephone due to being in session and because this is an outpatient level

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of care. Clients may leave a confidential voicemail or send an email. Every effort will be made to return calls within two business days, with the exception of weekends and holidays. Daniel J. Bernhardt, MS, LPC maintains healthy boundaries with clients by communicating with clients during established work hours and is not on call 24 hours a day, 7 days a week. **If an emergency/crisis arises, please call 911, the Impact crisis line at 480-784-1500 or go immediately to the closest emergency room.**

_____ (Please initial)

EMAIL/ELECTRONIC COMMUNICATION: Please be advised that any communication delivered and/or stored electronically (via computer/email/fax) may not be completely secure and could result in unforeseen limits on privacy. In addition, email and other forms of electronic communication may at times be added to the electronic medical record.

_____ (Please initial)

MINORS: If a client is under eighteen years of age, please be aware that the parents/guardian are not entitled to receive updates on the client's treatment though they may request updates that do not undermined the client's confidentiality or threaten the therapeutic relationship. The client will be made aware of these updates, unless doing so poses possible harm. In addition, in cases in which the minor has biological parents who are not currently married but do share parenting rights, both parents must sign this consent form before therapy can begin and a copy of all custody related paperwork must be provide before the first session.

_____ (Please initial, if the patient is a minor.)

CONFIDENTIALITY: In general law protects the privacy of all communication between a client and a counselor/therapist, including that of a minor. Daniel J. Bernhardt, MS, LPC is not at liberty to release information to another professional or interested party without written permission except where disclosure is permitted or required by law. There are some situations in which Daniel J. Bernhardt, MS, LPC is legally obligated to take action to protect clients or others from harm, and therefore there are occasions when confidentiality can and must be limited.

***PLEASE PAY ATTENTION TO THE FOLLOWING.** Disclosure of otherwise confidential information may be required in the following circumstances:

(1) When there is a reasonable suspicion of child abuse (sexual, emotional, physical or neglect), elder abuse, or abuse of a dependent adult. In this situation Mr. Bernhardt is required by law to file a report with the appropriate state agency. There is no time limit on child abuse reporting. In the event that an adult patient reveals he/she was abused as a child, a report may be filed if there is reason to suspect the abuser still has the capacity to victimize a minor. As a mandated reporter Daniel J. Bernhardt, MS, LPC is not given the latitude to determine what is or is not abusive. If a minor child reports that he/she is being or has been abused in any way a report will be made to the appropriate state agency. If a report is made, there is no obligation to notify parents/guardians of said report.

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(2) If Mr. Bernhardt has reason to believe that a client is threatening serious bodily harm to an *identifiable other*, he is required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization of the client.

(3) If the client threatens serious bodily harm to herself/himself, Daniel J. Bernhardt, MS, LPC must take action to protect the client including, but not limited to, establishing a *Suicide Prevention Contract*, contacting the client's emergency contact/family member, and/or seeking hospitalization. Only the minimum amount of information will be shared to the keep the client safe.

(4) When the court, not a lawyer, issues an order to provide testimony or produce documents, and attempts to have the order modified or vacated have been unsuccessful, Mr. Bernhardt must comply with the order to avoid being held in contempt of court.

Finally, by signing this consent you are agreeing to refrain from audio or video taping any interactions with Daniel J. Bernhardt, MS, LPC. Audio or video taped sessions held by clients cannot be guaranteed to remain confidential. This consent can be adjusted through written authorization signed by all parties involved. If there is a need or Daniel J. Bernhardt, MS, LPC believes that audio or video taping of a session would be of benefit a request for permission from the client to record a session will be obtained

_____ (Please initial)

PROFESSIONAL CONSULTATION: Daniel J. Bernhardt, MS, LPC may occasionally consult with another professional regarding a client's case. During a consultation, identifying information about the client *will not* be revealed. The consultant is also legally bound to keep the information confidential and the client, parent or guardian will be notified in the case that consultation is required.

_____ (Please initial)

TERMINATING THERAPY: Treatment is typically terminated when it becomes reasonably clear that the client no longer needs care. In general, therapy sessions are tapered down gradually (i.e., weekly to bi-weekly, then monthly, etc.) with the knowledge and cooperation of the client. Daniel J. Bernhardt, MS, LPC reserves the right to discontinue the therapeutic relationship if they believe that they are unable to provide effective treatment given the unique needs of the client. Therapy may also be terminated if a client consistently refuses to follow recommendations that are critical to maintaining safety and/or standards of care (for instance, recommendations to HLOC or medical evaluation). Daniel J. Bernhardt, MS, LPC may terminate therapy if threatened or otherwise endangered by the client or one having a relationship with the client. Whenever possible, pre-termination counseling and suggested alternative providers will be offered.

_____ (Please initial)

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CLIENT-THERAPIST RELATIONSHIP: The client–therapist relationship is limited to being professional and therapeutic. It is rarely, if ever appropriate, for the client and therapist to spend any time together outside of session. This boundary is established so that roles are clearly defined to ensure professionalism and confidentiality are maintained.

_____ (Please initial)

LETTER REQUESTS: No letters pertaining to treatment recommendations, prognosis, diagnosis or opinions of a clinical nature shall be written for any reason as Daniel J. Bernhardt, MS, LPC is not considered to have expert opinions by the court system. Paperwork related to FMLA or short term/long term disability may be completed at a cost of \$75.00 for initial paperwork and then \$30.00 for any subsequent paperwork needed, including updates. In addition, there will be a \$30.00 fee for letters that are written about other subject matter. _____ (Please initial)

APPEALS AND GRIEVANCES: The client has the right to register a complaint about any aspect of care with Daniel J. Bernhardt to the relevant insurance company or relevant state agencies.

_____ (Please initial)

I understand that my participation in mental health counseling/therapy is voluntary and that I may terminate at any time. My signature below indicates that I have read and fully understood the information provided in this document and I have been provided with an opportunity to ask questions. I agree to abide by the above terms throughout the course of treatment.

As it pertains to minors, I hereby guarantee that I am a custodial parent or legal guardian with appropriate decision-making power allowing me to authorize mental health services for the clients.

Client’s printed name: _____

Client/Parent/Guardian’s Signature Date

Client/Parent/Guardian’s Signature Date

Therapist’s Signature Date